



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

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Fourth District

Michael D. Antonovich
Fifth District

July 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF RESPIRATORY CARE SERVICES AGREEMENT AMENDMENTS
WITH INTEGRATED HEALTH SERVICES, INC.**

(1st and 2nd Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services and Chief Medical Officer, or his designee, to sign Amendment No. 8 to Agreement No. 67626 with Integrated Health Services, Inc. for the continued provision of respiratory care services at Martin Luther King, Jr./Charles R. Drew Medical Center, effective September 1, 2003 through February 29, 2004, on a month-to-month basis, at a total net County cost of \$1,530,000.
2. Approve and instruct the Director of Health Services and Chief Medical Officer, or his designee, to sign Amendment No. 12 to Agreement No. 71840 with Integrated Health Services, Inc. for the continued provision of pediatric respiratory care services at LAC+USC Healthcare Network's Women's and Children's Hospital, effective September 1, 2003 through February 29, 2004, on a month-to-month basis, at a total net County cost of \$697,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these actions, the Board is:

- authorizing the Director of Health Services and Chief Medical Officer, or his designee, to sign a maximum six-month extension amendment with Integrated Health Services, Inc. (Integrated), on a month-to-month basis, at a net County cost of \$1,530,000, to continue the

provision of respiratory care services at Martin Luther King, Jr./Charles R. Drew (King/Drew) Medical Center.

- authorizing the Director of Health Services and Chief Medical Officer, or his designee, to sign a maximum six-month extension amendment with Integrated, on a month-to-month basis, at a net County cost of \$697,000, to continue the provision of pediatric respiratory care services at LAC+USC Healthcare Network's Women's and Children's Hospital (WCH).

The maximum six-month extension amendments to Agreement No. 67626 for respiratory care services at King/Drew and to Agreement No. 71840 for pediatric respiratory care services at WCH are requested as an interim measure to continue these critical services, pending completion of a solicitation process. The Department of Health Services (DHS or Department) has been unable to complete the solicitation process within the additional time provided by previous amendments due to unanticipated problems in completing WCH's and King/Drew's Statements of Work and other information needed to issue a Request for Proposals (RFP) combining respiratory care services at King/Drew and WCH.

The Department released an RFP on March 25, 2003. By the proposals submission deadline on May 30, 2003, only Symphony Respiratory Services, Inc. (Symphony), a wholly-owned subsidiary of Integrated, submitted proposals for both medical facilities.

The County has been contracting out respiratory care services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since April 1989.

The two existing agreements are scheduled to expire on August 31, 2003.

FISCAL IMPACT/FINANCING:

The contract net County cost for the maximum six-month extension for respiratory care services at King/Drew is \$1,530,000. The contract net County cost for the maximum six-month extension for pediatric respiratory care services at WCH is \$697,000.

Funding for these agreements is included in the Fiscal Year (FY) 2003-04 Adopted Budget. There is no other net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 28, 1994, the Board approved Agreement No. 67626 with Integrated, effective on July 1, 1994 through December 31, 1999, for the provision of clinical, emergency, and diagnostic respiratory care services to all inpatients and outpatients of King/Drew with respiratory disease under the care of a physician.

Subsequently, Amendment Nos. 1 through 7 were approved by the Board for the period beginning January 1, 2000 through August 31, 2003, as an interim measure intended to continue these critical services at King/Drew. Amendment No. 8 to Agreement No. 67626 will extend the term of the agreement on a month-to-month basis, for up to six months, effective September 1, 2003 through February 29, 2004, to provide the Department with additional time to complete the solicitation process.

On June 22, 1993, the Board approved Agreement No. 71840 with Integrated, effective on July 1, 1993 through December 31, 1998, for the provision of clinical, emergency, and diagnostic respiratory care services to all pediatric inpatients and outpatients of WCH with respiratory disease under the care of a physician.

Amendment Nos. 1 through 11 were subsequently approved by the Board for the period beginning January 1, 1999 through August 31, 2003, as an interim measure intended to continue these critical services at WCH. These amendments have been necessary to fully define the scope of work requirements and clarify other solicitation process issues related to Proposition A.

Amendment No. 12 to Agreement No. 71840 will extend the term of the agreement on a month-to-month basis, for up to six months, effective September 1, 2003 through February 29, 2004, to continue the provision of respiratory care services at WCH and provide the Department with additional time to complete the solicitation process. We anticipate completion of contract negotiations with Symphony and submission of the final agreement(s) to the Board for approval by January 2004.

Integrated fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) by paying its full-time employees, providing services under the agreement, a living wage.

The contractor will continue to accept referrals of County employees from the County's Human Resources staff throughout the term of the agreements.

The amended agreements may be terminated at any time by the County by providing a 30 days advance written notice to the contractor.

The two recommended amendments include the new provision regarding the notice to employees regarding the safely surrendered baby law.

Contract monitoring functions are performed by King/Drew's and WCH's staff, and DHS' Audit and Compliance Division.

Attachment A provides additional information.

The amendments (Exhibits I and II) have been approved as to form by County Counsel.

CONTRACTING PROCESS:

County Counsel and the Chief Administrative Office - Risk Management Operations approved the issuance of the RFP, which the Department released on March 25, 2003, combining respiratory care services at both medical facilities. The Department advertised the RFP on the Office of Small Business' Countywide Web Site and in local newspapers in the week of March 24, 2003.

On April 23, 2003, Addendum No. 1 was issued to advise prospective proposers that responses to the questions raised at the Proposers' Conference would be provided at a later date and that the proposals due date was being extended to May 30, 2003. On May 15, 2003, Addendum No. 2 was issued to provide responses to the prospective proposers' questions.

The Honorable Board of Supervisors
July 17, 2003
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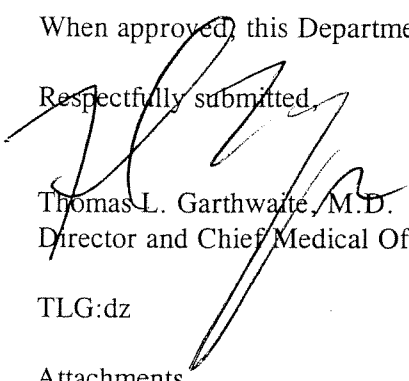
On May 30, 2003, the proposals submission deadline, each facility received only one proposal from Symphony. As such, contract negotiations will commence with Symphony as soon as the Auditor-Controller submits its reports determining whether or not the respiratory care services to be provided under new contracts can be performed more economically by an independent contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendments will continue the provision of respiratory care services at current service and payment levels pending completion of the Department's solicitation process. We anticipate completion of contract negotiations with Symphony and submission of the final agreement(s) to the Board for approval by January 2004.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dz

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETCD2956.DZ

SUMMARY OF AGREEMENT AMENDMENTS

1. TYPE OF SERVICE:

Respiratory Care Services at King/Drew (King/Drew) Medical Center and LAC+USC Healthcare Network's Women's and Children's Hospital (WCH).

2. AGENCY ADDRESS AND CONTACT PERSON:

Integrated Health Services, Inc.
Symphony Respiratory Services Division
27853 Twilight Court
Murrieta, California 92563
Attention: Ken Wieck, Regional V.P.
Telephone: (909) 461-1864 / Facsimile (FAX): (909) 461-1874

3. TERM:

Amendment No. 8 to Agreement No. 67626 and Amendment No. 12 to Agreement No. 71840 will extend the term of the agreements on a month-to-month basis, for a period of six months, effective September 1, 2003 through February 29, 2004.

4. FINANCIAL INFORMATION:

The estimated expenditures over the maximum six-month period under Agreement No. 67626 will be \$1,530,000 and under Agreement No. 71840 will be \$697,000.

5. PROGRAM INFORMATION:

The two agreement amendments will allow for the continuation of the provision of respiratory care services at King/Drew and pediatric respiratory care services at WCH.

6. ACCOUNTABLE FOR CONTRACT MONITORING:

King/Drew's and WCH's administrative staff, and the Department of Health Services' Audit and Compliance Division are responsible for monitoring the contract program.

7. APPROVALS:

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|---------------------------------------|---|
| King/Drew Medical Center: | Willie T. May, Administrator |
| LAC+USC Healthcare Network: | David Runke, Acting Chief Executive Officer |
| Contracts and Grants Division: | Riley J. Austin, Acting Chief |
| County Counsel (approval as to form): | Christina A. Salseda, Deputy County Counsel |

EXHIBIT I

Contract No. 67626

RESPIRATORY CARE SERVICES AGREEMENT

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

INTEGRATED HEALTH SERVICES,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RESPIRATORY CARE SERVICES AGREEMENT", dated June 28, 1994, as
amended by Amendment No. 1, dated December 14, 1999, Amendment No.
2, dated June 20, 2000, Amendment No. 3, dated November 14, 2000,
Amendment No. 4, dated June 5, 2001, Amendment No. 5, dated
December 18, 2001, Amendment No. 6, dated August 6, 2002, and
Amendment No. 7, dated January 21, 2003, all identified as County
Agreement No. 67626 (collectively hereafter "Agreement"); and

WHEREAS, Agreement is slated to expire on August 31, 2003;
and it is the desire of the parties to extend the term of
Agreement, on a month-to-month basis, for a maximum of six (6)
additional months, to and including February 29, 2004; and

WHEREAS, County intends to complete a competitive process for
the award of a new contract during the contemplated extension; and

WHEREAS, except as set forth herein, it is the desire of the parties hereto to extend the terms and conditions set forth in the Agreement to apply to and through the term of this Amendment; and

WHEREAS, the Agreement provides that changes to its provisions may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The term of this Agreement is hereby extended on a month-to-month basis for up to six (6) months from September 1, 2003, and unless sooner terminated, shall expire on February 29, 2004.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the terms and conditions of Paragraphs 1 through 67, inclusive, as set forth in the Agreement, shall continue in full force and effect during the term of this Amendment.

3. That Subparagraph A of Paragraph 1 (TERM) be revised and amended as follows:

"A. The term of this Agreement shall commence on the date first hereinabove written and shall continue in full force and effect through February 29, 2004, unless terminated sooner. Services shall commence on July 1, 1994."

4. That Paragraph 66, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added in the Additional Provisions as follows:

"66. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and also available on the Internet at www.babysafelaw.org for printing purposes."

5. That Paragraph 67, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added in the Additional Provisions as follows:

"67. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors,

if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

6. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director of Health Services

INTEGRATED HEALTH SERVICES, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AMENDCD2941.DZ
dz:6/20/03

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law

A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael B. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

EXHIBIT II

Contract No. 71840

RESPIRATORY CARE SERVICES AGREEMENT

AMENDMENT NO. 12

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

INTEGRATED HEALTH SERVICES,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RESPIRATORY CARE SERVICES AGREEMENT", dated June 22, 1993, as
amended by Amendment No. 1, dated November 10, 1998, Amendment No.
2, dated September 14, 1999, Amendment No. 3, dated March 21,
2000, Amendment No. 4, dated June 20, 2000, Amendment No. 5, dated
September 19, 2000, Amendment No. 6, dated November 14, 2000,
Amendment No. 7, dated February 20, 2001, Amendment No. 8, dated
October 30, 2001, Amendment No. 9, dated December 18, 2001,
Amendment No. 10, dated August 6, 2002, and Amendment No. 11,
dated January 21, 2003, all identified as County Agreement No.
71840 (collectively hereafter "Agreement"); and

WHEREAS, Agreement is slated to expire on August 31, 2003;
and it is the desire of the parties to extend the term of
Agreement, on a month-to-month basis, for a maximum of six (6)
additional months, to and including February 29, 2004; and

WHEREAS, County intends to complete a competitive process for the award of a new contract during the contemplated extension; and

WHEREAS, except as set forth herein, it is the desire of the parties hereto to extend the terms and conditions set forth in the Agreement to apply to and through the term of this Amendment; and

WHEREAS, the Agreement provides that changes to its provisions may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The term of this Agreement is hereby extended on a month-to-month basis for up to six (6) months from September 1, 2003, and unless sooner terminated, shall expire on February 29, 2004.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the terms and conditions of Paragraphs 1 through 69, inclusive, as set forth in the Agreement, shall continue in full force and effect during the term of this Amendment.

3. That Subparagraph A of Paragraph 1 (TERM) be revised and amended as follows:

"A. The term of this Agreement shall commence on the date first hereinabove written and shall continue in full force and effect through February 29, 2004, unless terminated sooner. Services shall commence on July 1, 1993."

4. That Paragraph 68, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added in the Additional Provisions as follows:

"68. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and also available on the Internet at www.babysafelaw.org for printing purposes."

5. That Paragraph 69, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added in the Additional Provisions as follows:

"69. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors,

if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

6. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director of Health Services

INTEGRATED HEALTH SERVICES, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AMENDCD2942.DZ
dz:6/20/03

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Health and Human Services Agency
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Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

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This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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Once the parent(s) has safely turned over the baby, they are free to go.

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